

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 2011-023

Ratifying the Purchase and Sale Agreement Between Alan and Karen Mela and Multnomah County and Authorizing the County Chair to Execute Documents Necessary for the Acquisition of Certain Real Property for the New Sellwood Bridge Project

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County has reached a proposed settlement with Alan and Karen Mela, the owners of certain real property determined to be necessary for the purpose of constructing, operating, maintaining, repairing and reconstructing the Sellwood Bridge, approaches and interchanges in the City of Portland (the "Project") as authorized by Resolution No. 2010-166.
- b. The real property proposed to be acquired for the price of \$2,340,394.00 is more particularly described in the Warranty Deed, a copy of which is attached as Exhibit 1 (the "Property").
- c. The Purchase and Sale Agreement (PSA) with the Melas sets forth the terms and conditions of the purchase of the Property, subject to this Board's approval. A copy of the PSA is attached as Exhibit 2.
- d. The Property is necessary for the Project, and it is in the best interest of the public and Multnomah County to ratify the PSA and approve the purchase of the Property.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves and ratifies the Purchase and Sale Agreement a copy of which is attached as Exhibit 2 and authorizes the acquisition of the Property on the terms and conditions set forth in the PSA;
2. The Chair is authorized to execute a PSA substantially in conformance with the PSA attached as Exhibit 2 and any necessary amendments or other agreements or documents required for the performance of the PSA.
3. The County Engineer is authorized and directed to execute the acceptance statement on the Warranty Deed for the Property in conformance with the attached Exhibit 1.

ADOPTED this 3rd day of March, 2011.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

REVIEWED:
HENRY H. LAZENBY, JR., COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY: Commissioner Deborah Kafoury

Exhibit 1

To Board of County Commissioners for Multnomah County Resolution
Ratifying the purchase and Sale Agreement Between Alan and Karen Mela and
Multnomah County and Authorizing the County Chair to Execute Documents Necessary
for the Acquisition of Certain Real Property for the New Sellwood Bridge Project

After recording return to:
Patrick Hinds
Land Use & Transportation Division, Bldg. #425

Until a change is requested,
tax statements shall be sent to:
Multnomah County Transportation Division
1600 SE 190th Ave
Portland, Oregon 97233

WARRANTY DEED

Alan Birchard Mela and Karen Elizabeth Mela, Trustees of the Mela Family Revocable Trust "Grantors", conveys and warrants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "Grantee", the real property described in Exhibit A free of encumbrances except as specifically set forth in Exhibit B

Grantors represent and warrant that they have the authority to grant this conveyance and that this conveyance is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

The true consideration paid for this transfer stated in terms of dollars is \$2,340,394.00.

Dated this 16 day of Feb, 2011

Alan Birchard Mela
Alan Mela
Karen Elizabeth Mela
Karen E Mela

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on February 16, 2011, by Alan Birchard Mela and Karen Elizabeth Mela, authorized to execute the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Kari Lowe
Notary Public for Oregon
My Commission Expires: Sept. 12, 2011

REVIEWED:

By Henry H. Lazenby Jr, County Attorney
For Multnomah County, Oregon

By: _____
Assistant County Attorney

The described property is accepted for use in conjunction with the Sellwood Bridge on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this _____ day of _____, 2011

By _____
Brian S. Vincent, P.E., County Engineer
for Multnomah County, Oregon

EXHIBIT "A"

PARCEL I:

A portion of Blocks C and D in the duly recorded plat of SELLWOOD, TOGETHER WITH a portion of the right of way for viaduct and Sellwood Bridge, the center line of which is the center line of SE Tacoma Street projected Westerly, all located in the Southeast one-quarter of Section 22, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point in the South line of SE Spokane Street (and the North line of said Block C) from which the Northeast corner of said Block C bears South 88°25'07" East a distance of 226.60 feet; thence South 1°34'53" West a distance of 288.24 feet to a point; thence North 89°10'08" East a distance of 151 feet, more or less, to a point on non-tangent curve in the Westerly line of the Portland General Electric Company right of way; thence Northwesterly along said Westerly line, a distance of 303 feet, more or less, to a point in the South line of said SE Spokane Street; thence North 88°25'07" West along said South line, a distance of 38.84 feet to the point of beginning.

TOGETHER WITH a 25 foot wide non-exclusive easement for ingress and egress as set forth in a Deed, recorded December 14, 1978 in Book 1316, Page 14.

PARCEL II:

A tract of land situated in Block C, SELLWOOD, and vacated portion of SE Tacoma Street as vacated by City Ordinance No. 13848, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point of intersection of the North line of Block C, SELLWOOD, with the Southwesterly line of the Portland Railway Light and Power Company right of way, said beginning point also located on the South line of SE Spokane Street and bears North 88°25'07" West 187.76 feet from the Northeast corner of said Block C, SELLWOOD; thence from said beginning point South 88°25'07" East along said North block line, 36.70 feet to the Northeast corner of that tract of land described in Deed to Community First Federal Savings and Loan, recorded January 29, 1988 in Book 2076, Page 1569; thence South 17°04'27" East along the Easterly line of said Community First Federal tract 175.51 feet; thence South 2°48'37" West along the Easterly line of said Community First Federal tract 71.90 feet; thence North 89°43'41" West 0.59 feet to a point on the said Southwesterly line of the Portland Railway Light and Power Company right of way; thence Northwesterly along said right of way line on a 3119.55 foot radius curve to the right which chord bears North 20°34'41" West, 254.86 and arc length of 254.93 feet to the said point of beginning.

EXHIBIT "B"

1. Conditions, Reservations and the Dedication of Street and Avenues, contained in the Dedication of the Town of Sellwood
Recorded: July 14, 1882
Plat Book: 2 Page: 44, and in Deed Book 57, Page 123.
Records of Multnomah County, Oregon.
2. Agreement, between East Side Mill and Lumber Company, an Oregon corporation, et al and Multnomah County

Recorded: February 19, 1924
Book: 958 Page: 165
Records of Multnomah County, Oregon.
For: Viaduct, bridge, approaches, etc., over part of S.E. Tacoma Street and other property also over 44 foot strip, the center line of which is the Westerly extension of the center line of SE Tacoma Street
Affects: Parcel I
3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof,
In favor of: Portland Gas & Coke Company
Purpose: gas line and main
Recording Date: January 15, 1928
Recording No: Book 1039, page 74
Affects: Parcel II
4. Easement disclosed in Deed, from Pacific Northwest Public Service Company
To: Portland General Electric Company, an Oregon corporation
Recorded: September 23, 1930
Book: 96 Page: 1, Fee 28289
Records of Multnomah County, Oregon.

As supplemented by Agreement recorded November 15, 1933 in Book 231, Page 25.
(describes a right of way over portions of Blocks C and D, SELLWOOD, and other property, subject to reservations contained therein)

Affects: Parcel II
5. Conditions and restrictions as established by the City of Portland:

Ordinance No/File No: 146224
Recording Date: August 2, 1978
Recording No: Book 1284, page 903
Affects: Parcel I
6. Conditional Use No. CU 67-77, including the terms and provisions thereof,

Recorded: August 9, 1978
Book: 1285, page: 2668
Records of Multnomah County, Oregon.
Affects: Parcel I
7. Ordinance No. 146019, including the terms and provisions thereof,

Recorded: August 22, 1978
Book: 1289, page: 738
Records of Multnomah County, Oregon.
Affects: Parcel I

EXHIBIT "B"

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Entitled: Easement agreement, including the terms and provisions thereof,
Between: F&L Development and Sellwood Harbor Condominiums, Jt Venture
Purpose: Access, roadways, walkways and utilities
Recording Date: August 23, 1979
Recording No: Book 1377, page 430
Affects: Parcel I
9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Entitled: Easement disclosed in Deed, including the terms and provisions thereof,
In favor of: office building under Bridge
Purpose: Parking
Recording Date: February 13, 1980
Recording No: Book 1419, page 1284, Fee 80-010828
10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Entitled: Easement disclosed in Deed, including the terms and provisions thereof,
In favor of: Sellwood Harbor Condominiums
Purpose: Utility easement
Recording Date: January 25, 1979
Recording No: Book 1326, page 624, corrected for clarification, recorded February 25, 1980, in Book 1421, page 2124, Fee 80-013483 corrected by Deed, recorded October 24, 1980, in Book 1479, page 413, Fee 80-083080
Affects: Strip across Blocks C&D together with portion of viaduct and bridge (see description) over Parcel I
11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Entitled: Easement disclosed by instrument, including the terms and provisions thereof,
Purpose: Access to SE Spokane Street
Recording Date: December 14, 1978
Recording No: Book 1316, page 14
Affects: appurtenant to Parcel 1
12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Entitled: Easement, including the terms and provisions thereof,
In favor of: Portland General Electric Company
Purpose: Electric power line
Recording Date: January 29, 1988
Recording No: Fee 88-007142, Book 2076, page 1570
Affects: Parcel II

Exhibit 2

To Board of County Commissioners for Multnomah County Resolution
Ratifying the purchase and Sale Agreement Between Alan and Karen Mela and
Multnomah County and Authorizing the County Chair to Execute Documents Necessary
for the Acquisition of Certain Real Property for the New Sellwood Bridge Project

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

TO: [Insert Name of Title Company]

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (the "Agreement") is made and entered into as of February ____, 2011, by and between Alan Birchard Mela and Karen Elizabeth Mela, Trustees of the Mela Family Revocable Trust (the "Seller"), and MULTNOMAH COUNTY, a political subdivision of the State of Oregon (the "Buyer").

I. Recitals

- A.** The Seller is the owner of the real property and improvements on it, consisting of an approximately .076 acre site located at 380 SE Spokane Street, Portland, Oregon, and hereinafter referred to as the "Property," and more particularly described in the Deed which is set forth in Exhibit 1, attached.
- B.** The Buyer is undertaking a public improvement project for the demolition of the old Sellwood Bridge and the design, construction and installation of the new Sellwood Bridge, which necessitates the need to acquire certain interests in the Property.
- C.** The Parties have determined that the property interests remaining after the acquisition of the easements required for the project are uneconomic, and therefore the Seller desires to sell to the Buyer the Property in fee on the terms and conditions set forth below.
- D.** Buyer's purchase is being made under threat of condemnation.

II. Agreement

- 1. Purchase and Sale.** The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the Property upon the terms and conditions set forth in this Agreement.
- 2. Purchase Price.** The purchase price for the Property shall be \$2,340,394
- 3. Payment of Purchase Price.** The purchase price shall be payable as follows:
The Buyer will deposit into escrow within one day of the date the Multnomah County Board of County Commissioners (BCC) acts to approve the purchase of the Property the full amount of the Purchase Price (the Approval Date).

4. Escrow

(a) Opening of Escrow. The Buyer and the Seller shall deliver a fully executed copy of this Agreement to the Escrow Holder. The Buyer and the Seller hereby authorize their respective attorneys to execute and deliver into escrow any additional or supplemental instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction. In the event of any conflict between such additional or supplemental instructions and the express terms of this Agreement, the terms of this Agreement shall control.

(b) Closing Date. This transaction shall close as soon as possible after the Approval Date.

5. Conditions to Closing

(a) Conditions Precedent to Buyer's Obligations. The close of escrow and the Buyer's obligations with respect to the transaction contemplated by this Agreement are subject to the approval of the transaction by the Buyer's Board of County Commissioners and satisfaction, not later than the Closing Date (unless otherwise provided), of the following conditions, and the obligations of the parties with respect to such conditions are as follows:

(i) Title. At closing the Seller shall convey fee simple title to the Property by Statutory Warranty Deed (Deed), a copy of which is attached to this agreement as Exhibit 1, subject only to the exceptions as set forth in Exhibit B to the Deed.

(ii) Compliance by Seller with Seller's obligations under paragraph 6 below.

The conditions set forth in this Paragraph 5(a) are solely for the benefit of the Buyer and may be waived only by the Buyer. The waiver by the Buyer of any condition shall not relieve the Seller of any liability or obligation with respect to any representation, warranty, covenant, or agreement of the Seller. Neither the Seller nor the Buyer shall act or fail to act for the purpose of permitting or causing any condition to fail (except to the extent the Buyer, in its own discretion, exercises its right to disapprove any such items or matters).

(b) Conditions Precedent to Seller's Obligations. The close of escrow and the Seller's obligations with respect to the transaction contemplated by this Agreement are subject to the Buyer's delivery of the purchase price and such other sums as are required to close the transaction to the Escrow Holder on or before the Closing Date for disbursement as provided herein.

6. Deliveries to Escrow Holder

(a) By Seller. On or before the Closing Date, the Seller shall deliver the following in escrow to the Escrow Holder:

(i) Deed. A Statutory Warranty Deed, in the form attached as Exhibit 1, duly executed and acknowledged in recordable form by the Seller.

(ii) Assignment of Leases and Estoppel Certificates. An assignment of leases duly executed and acknowledged by the Seller in recordable form, assigning to the Buyer all of the Seller's right, title, and interest in and to all the tenant leases and tenant deposits held by Seller, together with copies of all leases and Estoppel Certificates from each tenant executed on a form acceptable to Buyer. All tenant deposits will be credited to the Buyer at closing.

(iii) Nonforeign Certification. The Seller represents and warrants that it is not a "foreign person" as defined in IRC §1445. The Seller will give an affidavit to the Buyer to this effect in the form required by that statute and related regulations.

(iv) Tenant Notification/Termination Letters. Seller will send a letter to each tenant, signed by Seller, dated as of the Closing Date, satisfactory in form and substance to the Buyer, notifying each tenant that:

A. The Property has been sold to the Buyer under threat of condemnation;

B. All of the Seller's right, title, and interest in and to the tenant leases and tenant deposits have been assigned to the Buyer.

C. Commencing immediately, all rent and other payments and any notices under tenant leases are to be paid and sent to the Buyer.

D. That the tenancy is terminated in thirty (30) days.

(a) By Buyer. On or before the Closing Date, the Buyer shall deliver the following in escrow to the Escrow Holder:

(i) Purchase Price. The purchase price less any credits due Buyer together with any additional sums required to be paid by Buyer to close this transaction.

(ii) Prorations. The amount due the Seller after the prorations are computed in accordance with Paragraph 10 below.

7. Deliveries to Buyer at Closing. The Seller shall deliver possession of the Property to the Buyer at close of escrow. On or before the Closing Date, the Seller shall deliver to the Buyer possession of the following: Keys. All keys that Seller has in its possession to all entrance doors to the improvements on the Real Property.

8. Title Insurance. Buyer shall pay for title insurance.

9. Adjustments. The Buyer shall pay recording charges, all escrow fees and costs, and the Buyer's share of prorations pursuant to Paragraph 10 below. The Buyer and the Seller shall each pay its own legal and professional fees of other consultants incurred by the Buyer and the Seller, respectively.

10. Prorations

(a) General. Rental, revenues, and other income, if any, from the Property and presently existing taxes, assessments, improvement bonds, and other expenses, if any, affecting the Property, shall be prorated as of the day following the Closing Date. For the purpose of calculating prorations, the Buyer shall be deemed to be in title to the Property and, therefore, entitled to the income and responsibility for the expenses for the entire day following the Closing Date.

(b) Tenant Deposits. The amount of all tenant deposits as set forth in the tenant estoppel certificates shall be credited to the account of the Buyer.

(c) Method of Proration. All prorations shall be made in accordance with customary practice in Multnomah County, Oregon, except as expressly provided herein. Such prorations, if and to the extent known and agreed on as of the Closing Date, shall be paid by the Buyer to the Seller (if the prorations result in a net credit to the Seller) or by the Seller to the Buyer (if the prorations result in a net credit to the Buyer) by increasing or reducing the cash to be paid by the Buyer at closing. Any such prorations not determined or not agreed on as of the Closing Date shall be paid by the Buyer to the Seller, or by the Seller to the Buyer, as the case may be, in cash as soon as practicable following the Closing Date.

11. Disbursements and Other Actions by Escrow Holder. At closing, the Escrow Holder shall do the following:

(a) Funds. Disburse all funds deposited with the Escrow Holder by the Buyer in payment of the purchase price as follows:

- (i) Disburse funds required to satisfy all mortgages on the Property.
- (ii) Disburse the balance of the purchase price to the Seller promptly upon closing.
- (iii) Disburse the remaining balance of the funds, if any, to the Buyer promptly upon closing.

(b) Recording. Cause the deed, and any other documents that the parties may mutually direct to be recorded in the official records and obtain conformed copies for distribution to the Buyer and the Seller.

(c) Title Policy. Issue the title policy to the Buyer.

(d) Disbursement of Documents to Buyer. Disburse to the Buyer the general assignment, the FIRPTA certificate, the tenant notification letters and change of address notices duly executed by the Seller, and any other documents (or copies thereof) deposited into escrow by the Seller pursuant hereto.

12. Seller's Representations and Warranties. In addition to any express agreements of the Seller contained here, the following constitute representations and warranties of the Seller to the Buyer:

(a) Representations Regarding Seller's Authority.

(i) The Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.

(ii) All requisite action (corporate, trust, partnership, or otherwise) has been taken by the Seller in connection with entering into this Agreement, the instruments referred to here, and the consummation of the transactions contemplated here. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

(iii) The persons executing this Agreement and the instruments referred to here on behalf of the Seller and the partners, officers, or trustees of the Seller, if any, have the legal power, right, and actual authority to bind the Seller to the terms and conditions of this Agreement.

(iv) This Agreement and all documents required to be executed by the Seller are and shall be valid, legally binding obligations of and enforceable against the Seller in accordance with their terms.

(v) Neither the execution and delivery of this Agreement and documents referred to here, nor the incurring of the obligations set forth here, nor the consummation of the transactions here contemplated, nor compliance with the terms of this Agreement and the documents referred to here conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Seller is a party or affecting the Property.

(b) Warranties and Representations Pertaining to Real Estate and Legal Matters.

(i) The information contained in the recitals is true and correct.

(ii) There is no litigation, claim, or arbitration, pending or threatened, with regard to the Property or its operation.

(iii) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of the Seller's knowledge, threatened against the Seller, nor are any such proceedings contemplated by the Seller.

(iv) The Seller is the legal and beneficial fee simple titleholder of the Property and has good, marketable, and insurable title to the Property, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments, or other matters, except as disclosed by the preliminary title report. There shall be no change in the ownership, operation, or control of the Seller from the date of this Agreement until the Closing Date.

(v) The Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property.

(vi) Any licenses and permits obtained by the Seller have been fully paid for and are not subject to any liens, encumbrances, or claims of any kind.

(vii) The Seller has not sold, transferred, conveyed, or entered into any agreement regarding "air rights" or other development rights or restrictions relating to the Property.

(viii) To the best of the Seller's knowledge, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it.

(ix) The Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property.

(x) The Seller has not transferred hazardous waste from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements. To the best of the Seller's knowledge, no other person has transferred hazardous waste from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements.

(xi) There are no proceedings, governmental administrative actions, or judicial proceedings pending or, to the best of the Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

(xii) To the best of the Seller's knowledge, the Seller has not, during its ownership of the Property, stored, produced, or disposed of any hazardous substance, including asbestos, on the Property. This is not a representation that the property is free of hazardous substances, including asbestos, only a representation that such substances have not been stored, produced or disposed of on the property.

(xiii) No person has any rights in the property by virtue of any unrecorded agreement or otherwise except as disclosed by the Preliminary Commitment and the Investigation Documents.

(c) Representations Pertaining to Tenant Leases and Service Contracts. To the best of the Seller's knowledge after due inquiry:

(i) The leases and all other information and documentation to be provided by the Seller to the Buyer in connection with this transaction are complete, true, and accurate, and are presented in a manner that is not misleading.

(ii) With regard to the tenancies, the Seller knows of no default by Seller, and there have been no verbal changes and no concessions granted with respect to the leases or tenants under the leases.

(iii) All the service and maintenance contracts are paid to the date of closing and may be terminated by Buyer on 30 days or less notice without penalty or other payment, except for the current sum then owing.

(iv) There is no current default or breach by Seller under the terms and provisions of any of the service contracts. The service contracts have not been and will not be amended or modified except as indicated here.

(v) As of the Closing Date, the Seller's interest in tenant leases and rentals due or to become due thereunder will not be subject to any assignment, encumbrance, or liens.

(vi) The Seller has no employees whom the Buyer will be required to employ after closing.

(d) Representations, Warranties, and Covenants Regarding Operation of the Property Through the Close of Escrow. The Seller hereby agrees that the Seller will not hereafter modify, extend, or otherwise change any of the terms, covenants, or conditions of the tenancies, or enter into new leases or any other obligations or agreements affecting the Property without the prior written consent of the Buyer, which consent may be withheld in Buyer's sole discretion. The Seller shall not accept from any of the tenant's payment of rent more than one month in advance.

(e) General Representation. The Seller's representations and warranties contained here are true and accurate, and are not misleading. The Seller's representations and warranties contained here shall be continuing and shall be true and correct as of the Closing Date with the same force and effect as if remade by the Seller in a separate certificate at that time. The Seller's representations and warranties contained here shall survive the close of escrow and shall not merge into the deed and the recordation of the deed in the official records.

13. As Is. Other than the Seller's representations and warranties contained in this Agreement and those contained in any instrument delivered to the Buyer at closing, the Buyer acknowledges that it is purchasing the Property AS IS.

14. Buyer's Representations and Warranties. In addition to any express agreements of the Buyer contained here, the following constitute representations and warranties of the Buyer to the Seller:

(a) The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.

(b) All requisite action (corporate, trust, partnership, or otherwise) has been taken by the Buyer in connection with entering into this Agreement and the instruments referred to here and, except for Board approval referred to above, the consummation of the transactions contemplated here. Except as provided herein, no further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

(c) The persons executing this Agreement and the instruments referred to herein on behalf of the Buyer have the legal power, right, and actual authority to bind the Buyer to the terms and conditions of this Agreement.

(d) This Agreement and all documents required by it to be executed by the Buyer are and shall be valid, legally binding obligations of, and enforceable against the Buyer in accordance with their terms.

15. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed received on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed received three days after deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed received one business day after deposit with such courier; or (d) sent by telefax, which notices and communications shall be deemed received on the delivering party's receipt of a transmission confirmation.

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To Buyer: Multnomah County, Oregon
Attn: John Thomas and Matt Ryan
501 SE Hawthorne Blvd.
Portland, OR 97214
Fax: (503) 988-3377

With a Copy to: Multnomah County, Oregon
Attn: Ian Cannon
1403 SE Water Avenue
Portland, OR 97214

To Seller: Alan & Karen Mela
425 Kenwood Road
Lake Oswego, Oregon 97034

With a Copy to: Chris Koback, Attorney at Law
Davis Wright Tremaine
1300 SW 5th Ave., Suite 2300
Portland, OR 97201
Fax: (503) 778-5299

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

16. Required Actions of Buyer and Seller. The Buyer and the Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and shall use their best efforts to accomplish the close of escrow in accordance with the provisions here.

17. Legal and Equitable Enforcement of This Agreement

(a) Either party shall have the right to pursue any remedy available to it at law or equity with respect to this Agreement, including the specific performance of this Agreement.

18. Miscellaneous

(a) Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach of any covenant or provision contained here shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision here contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(c) Survival of Representations. The covenants, agreements, representations, and warranties made here shall survive the close of escrow and shall not merge into the deed and the recordation of it in the official records.

(d) Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the parties to it.

(e) Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it, including, but not limited to, the Sale Agreement and Receipt for Earnest Money and all addenda thereto and/or modifications thereof. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted here. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

(f) Time of Essence. The Seller and the Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision.

(g) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference. [In the event the date on which the Buyer or the Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.] [Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. The last day of any period of time described herein shall be deemed to end at 5 p.m. Oregon time.]

19. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this

Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the state of Oregon.

20. Statutory Disclaimer. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written above.

BUYER:
Multnomah County, a Political
Subdivision of the State of Oregon

SELLER:
Alan Birchard Mela and Karen Elizabeth Mela,
Trustees of the Mela Family Revocable Trust

By: _____
Its: _____
Date of Execution: _____

Date of Execution: _____

Reviewed:

HENRY H. LAZENBY, JR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

John S. Thomas
Assistant County Attorney

ATTACHED:
Exhibit 1 - Statutory Warranty Deed

After recording return to:
Patrick Hinds
Land Use & Transportation Division, Bldg. #425

EXHIBIT 1

Until a change is requested,
tax statements shall be sent to:
Multnomah County Transportation Division
1600 SE 190th Ave
Portland, Oregon 97233

WARRANTY DEED

Alan Birchard Mela and Karen Elizabeth Mela, Trustees of the Mela Family Revocable Trust "Grantors", conveys and warrants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "Grantee", the real property described in Exhibit A free of encumbrances except as specifically set forth in Exhibit B

Grantors represent and warrant that they have the authority to grant this conveyance and that this conveyance is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

The true consideration paid for this transfer stated in terms of dollars is \$_____.

Dated this _____ day of _____, 2011

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on _____, 2011, by _____, authorized to execute the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public for Oregon
My Commission Expires: _____

REVIEWED:

By Henry H. Lazenby Jr, County Attorney
For Multnomah County, Oregon

By: _____
Assistant County Attorney

The described property is accepted for use in conjunction with the Sellwood Bridge on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this _____ day of _____, 2011

By _____
Brian S. Vincent, P.E., County Engineer
for Multnomah County, Oregon

EXHIBIT "A"

PARCEL I:

A portion of Blocks C and D in the duly recorded plat of SELLWOOD, TOGETHER WITH a portion of the right of way for viaduct and Sellwood Bridge, the center line of which is the center line of SE Tacoma Street projected Westerly, all located in the Southeast one-quarter of Section 22, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point in the South line of SE Spokane Street (and the North line of said Block C) from which the Northeast corner of said Block C bears South 88°25'07" East a distance of 226.60 feet; thence South 1°34'53" West a distance of 268.24 feet to a point; thence North 89°10'08" East a distance of 151 feet, more or less, to a point on non-tangent curve in the Westerly line of the Portland General Electric Company right of way; thence Northwest along said Westerly line, a distance of 303 feet, more or less, to a point in the South line of said SE Spokane Street; thence North 88°25'07" West along said South line, a distance of 38.84 feet to the point of beginning.

TOGETHER WITH a 25 foot wide non-exclusive easement for ingress and egress as set forth in a Deed, recorded December 14, 1978 in Book 1316, Page 14.

PARCEL II:

A tract of land situated in Block C, SELLWOOD, and vacated portion of SE Tacoma Street as vacated by City Ordinance No. 13848, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point of intersection of the North line of Block C, SELLWOOD, with the Southwesterly line of the Portland Railway Light and Power Company right of way, said beginning point also located on the South line of SE Spokane Street and bears North 88°25'07" West 187.76 feet from the Northeast corner of said Block C, SELLWOOD; thence from said beginning point South 88°25'07" East along said North block line, 36.70 feet to the Northeast corner of that tract of land described in Deed to Community First Federal Savings and Loan, recorded January 29, 1988 in Book 2076, Page 1569; thence South 17°04'27" East along the Easterly line of said Community First Federal tract 175.51 feet; thence South 2°48'37" West along the Easterly line of said Community First Federal tract 71.90 feet; thence North 89°43'41" West 0.59 feet to a point on the said Southwesterly line of the Portland Railway Light and Power Company right of way; thence Northwest along said right of way line on a 3119.55 foot radius curve to the right which chord bears North 20°34'41" West, 254.86 and arc length of 254.93 feet to the said point of beginning.

EXHIBIT "B"

1. Conditions, Reservations and the Dedication of Street and Avenues, contained in the Dedication of the Town of Sellwood
Recorded: July 14, 1882
Plat Book: 2 Page: 44, and in Deed Book 57, Page 123.
Records of Multnomah County, Oregon.
2. Agreement, between East Side Mill and Lumber Company, an Oregon corporation, et al and Multnomah County

Recorded: February 19, 1924
Book: 958 Page: 165
Records of Multnomah County, Oregon.
For: Viaduct, bridge, approaches, etc., over part of S.E. Tacoma Street and other property also over 44 foot strip, the center line of which is the Westerly extension of the center line of SE Tacoma Street
Affects: Parcel I
3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof,
In favor of: Portland Gas & Coke Company
Purpose: gas line and main
Recording Date: January 15, 1926
Recording No: Book 1039, page 74
Affects: Parcel II
4. Easement disclosed in Deed, from Pacific Northwest Public Service Company
To: Portland General Electric Company, an Oregon corporation
Recorded: September 23, 1930
Book: 96 Page: 1, Fee 28289
Records of Multnomah County, Oregon.

As supplemented by Agreement recorded November 15, 1933 in Book 231, Page 25.
(describes a right of way over portions of Blocks C and D, SELLWOOD, and other property, subject to reservations contained therein)

Affects: Parcel II
5. Conditions and restrictions as established by the City of Portland:

Ordinance No/File No: 146224
Recording Date: August 2, 1978
Recording No: Book 1284, page 903
Affects: Parcel I
6. Conditional Use No. CU 67-77, including the terms and provisions thereof,

Recorded: August 9, 1978
Book: 1285, page: 2666
Records of Multnomah County, Oregon.
Affects: Parcel I
7. Ordinance No. 146019, including the terms and provisions thereof,

Recorded: August 22, 1978
Book: 1289, page: 738
Records of Multnomah County, Oregon.
Affects: Parcel I

EXHIBIT "B"

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Entitled: Easement agreement, including the terms and provisions thereof,
Between: F&L Development and Sellwood Harbor Condominiums, Jt Venture
Purpose: Access, roadways, walkways and utilities
Recording Date: August 23, 1979
Recording No: Book 1377, page 430
Affects: Parcel I
9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Entitled: Easement disclosed in Deed, including the terms and provisions thereof,
In favor of: office building under Bridge
Purpose: Parking
Recording Date: February 13, 1980
Recording No: Book 1419, page 1284, Fee 80-010828
10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Entitled: Easement disclosed in Deed, including the terms and provisions thereof,
In favor of: Sellwood Harbor Condominiums
Purpose: Utility easement
Recording Date: January 25, 1979
Recording No: Book 1326, page 624, corrected for clarification, recorded February 25, 1980, in Book 1421, page 2124, Fee 80-013483 corrected by Deed, recorded October 24, 1980, in Book 1479, page 413, Fee 80-083080
Affects: Strip across Blocks C&D together with portion of viaduct and bridge (see description) over Parcel I
11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Entitled: Easement disclosed by instrument, including the terms and provisions thereof,
Purpose: Access to SE Spokane Street
Recording Date: December 14, 1978
Recording No: Book 1316, page 14
Affects: appurtenant to Parcel 1
12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Entitled: Easement, including the terms and provisions thereof,
In favor of: Portland General Electric Company
Purpose: Electric power line
Recording Date: January 29, 1988
Recording No: Fee 88-007142, Book 2076, page 1570
Affects: Parcel II